

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In re:

Tooling Science, Inc.,

Debtor.

Bky. No. 16-41999
Chapter 11 Case

**APPLICATION FOR ORDER
AUTHORIZING EMPLOYMENT OF
ATTORNEY FOR DEBTOR**

Tooling Science, Inc. (“Debtor”), the debtor in the above-referenced case, hereby applies to this court for its order as follows:

1. The Debtor filed its voluntary petition for relief under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “Bankruptcy Code”), on June 30, 2016 (the “Filing Date”), and is currently serving as debtor-in-possession.
2. Pursuant to Section 327(a) of the Bankruptcy Code, the Debtor wishes to employ Thomas J. Flynn, Esq. and Larkin Hoffman Daly & Lindgren Ltd. (“LHD&L”), 8300 Norman Center Drive, Suite 1000, Minneapolis, Minnesota 55437, as attorneys for the Debtor, for the purpose of rendering professional services to the Debtor in all matters relating to or which will arise out of and in the course of the administration of the Debtor’s estate and for the benefit of such estate.
3. The services of said attorneys are necessary to represent the Debtor in all legal matters arising during the control of Debtor’s assets, the determination of claims, negotiations with creditors and third parties, the preparation and formation of a plan to be presented to the

creditors, and such other services as are necessary for the exercise of any and all rights available to the Debtor.

4. The Debtor has selected Thomas J. Flynn and Larkin Hoffman Daly & Lindgren Ltd., to act as its attorneys because they are attorneys experienced in legal matters of this nature. LHD&L does not hold or represent an adverse interest in the Debtor and is a "disinterested person" as required by law.

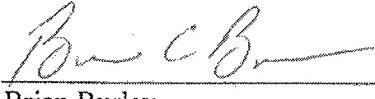
5. Said attorneys have agreed to perform services on an hourly fee plus costs basis. The Debtor's attorney was paid a retainer in the amount of \$9,000.00. Fees and costs shall be subject to court review and approval. Applicant requests that interim applications for payment of such compensation be allowed to be made to the bankruptcy court not more than once every 60 days, unless otherwise ordered by the Court. Applicant further requests that the Debtor be permitted to pay invoices from Debtor's counsel as received on a monthly basis, subject to the holdback of 20 percent of the invoiced fees as provided in Instruction 9(c) of this Courts published Instructions for Filing a Chapter 11 Case. LHD&L has agreed to disgorge and return such fees (and has the ability to do so) should the Court so order. The Debtor agrees to this procedure. LHD&L will calculate its fees for professional services in accordance with standard hourly rates for these services (as such rates are subject to normal adjustment from time to time for inflation and other factors). Such rates are set forth in the accompanying affidavit of Thomas J. Flynn. Hourly work performed by persons employed by Larkin Hoffman Daly & Lindgren Ltd., will be recorded in increments of tenths of an hour, as required by local practice.

6. The Debtor therefore requests an order of this court authorizing employment of Thomas J. Flynn and Larkin Hoffman Daly & Lindgren Ltd. as its attorneys under the terms and conditions set forth herein.

[Signature page for Application for Order Authorizing Employment of Attorney for Debtor]

Tooling Science, Inc.

Dated: July 5, 2016

By: 

Brian Burley
Its: President

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

Bky. No. 16-41999

In re: Chapter 11 Case
Tooling Science, Inc.,
Debtor.

**AFFIDAVIT OF
THOMAS J. FLYNN**

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

THOMAS J. FLYNN, being first duly sworn upon oath, states:

1. I am an attorney duly licensed to practice law and admitted to practice before the state and federal courts of Minnesota and am an attorney in good standing, practicing with the law firm of Larkin Hoffman Daly & Lindgren Ltd. ("LHD&L"), 8300 Norman Center Drive, Suite 1000, Minneapolis, Minnesota 55437. This affidavit is submitted in support of the application of Tooling Science, Inc. (the "Debtor") to retain LHD&L as counsel in the above-referenced bankruptcy case.

2. Neither the undersigned nor the firm of LHD&L holds or represents any interest adverse to the interest of the Debtor in the above reorganization proceeding and, to the best of my knowledge, neither I nor LHD&L have an adverse interest as to the Debtor. To the best of my knowledge, neither I nor LHD&L have any connection with creditors of the Debtor, other parties in interest, nor their respective attorneys or accountants, nor the U.S. Trustee or any person employed in the Office of the U. S. Trustee, except as follows: LHD&L has prior to the Chapter 11, done work for the Debtor to review the facts, discuss options, and work to prepare Chapter 11 filings and paperwork, etc.

3. Neither LHD&L nor I are currently representing the principal, or any businesses, insiders or relatives of the Debtor, nor will we during the course of the Chapter 11.

4. If the undersigned and LHD&L are retained and engaged as counsel for the Debtor in this reorganization proceeding, they will perform such services according to their reasonable skill and ability and agree, by execution hereof, to act in the capacity of legal counsel to said Debtor in this proceeding and for the purposes as outlined in the Debtor's application for employment of counsel.

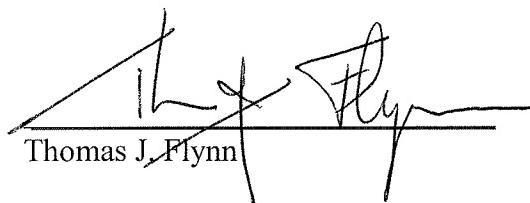
5. If the undersigned and LHD&L are retained and engaged as counsel for the Debtor in this reorganization proceeding, the compensation paid to them for professional services rendered and to be rendered in connection with the case will be calculated according to the hourly rates of persons employed by LHD&L established from time to time, subject to court approval, as provided in the Bankruptcy Code. The current hourly rate of the undersigned is \$400. The undersigned and LHD&L request that it be allowed to apply to the court on interim applications not more than once every 60 days for approval of such compensation, unless otherwise ordered by the court. In addition, LHD&L requests that it be permitted to be paid by the Debtor, on its invoices, on a monthly basis, subject to a 20 percent holdback on invoiced fees, as provided in Instruction 9(c) of this Court's published Instructions for Filing a Chapter 11 Case. LHD&L agrees to disgorge and return such fees (and has the ability to do so) should the Court so order. The Debtor in the application has agreed to this procedure. The payment of any fees will be subject to court review and approval as set forth herein and as required by law.

6. Neither the undersigned nor LHD&L have received from the Debtor any transfer, assignment, or pledge of property for fees or costs to be incurred in this proceeding, except a prepetition retainer paid by the Debtor, in the amount of \$20,000. Of that, \$11,000 was used pre-

petition to do pre-filing work, including consulting with client concerning avoidance of Chapter 11, advice relating to workout plan with creditors, reviewing secured lenders' documents, researching lien issues and other pre-filing work including consultation on effect of Chapter 11, prefiling work on first day motions, schedules, legal issues, etc., and pay for the Chapter 11 filing. The remaining amount of \$9,000 is the Chapter 11 retainer.

7. Neither the undersigned nor LHD&L have made any agreement for the sharing of any fees earned in connection with said representation.

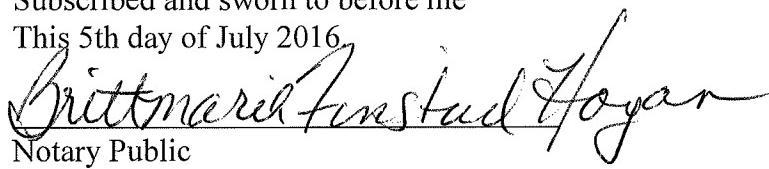
FURTHER YOUR AFFIANT SAYETH NOT.



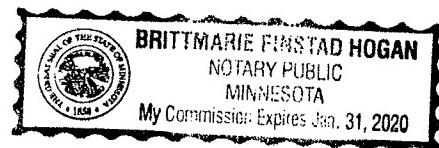
Thomas J. Flynn

Subscribed and sworn to before me

This 5th day of July 2016



Brittmarie Finstad Hogan
Notary Public



4813-6396-3955, v. 1

UNITED STATES BANKRUPTCY COURT
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Tooling Science, Inc.,
CERTIFICATE OF SERVICE
Debtor.

Under penalty of perjury, I declare that on July 5, 2016, the following documents were served upon the parties listed below by ECF notification:

1. Application to Employ Larkin Hoffman Daly & Lindgren;
2. Affidavit of Thomas J. Flynn;
3. Certificate of Service; and
4. Proposed Order.

ECF Service:

- US Trustee ustpregion12.mn.ecf@usdoj.gov
- Michael R. Fadlovich michael.fadlovich@usdoj.gov

Dated: July 5, 2016

/e/Thomas J. Flynn

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In re: Bky. No. 16-41999
Chapter 11 Case
Tooling Science, Inc.,
ORDER
Debtor.

Upon application by the debtor for an order approving the retention of Thomas J. Flynn, Esq., and Larkin Hoffman Daly & Lindgren Ltd. (“LHD&L”), 8300 Norman Center Drive, Suite 1000, Minneapolis, Minnesota 55437, as counsel in this proceeding, the court having reviewed the debtor’s Application and the Affidavit of Thomas J. Flynn filed therewith and the certificate of review and recommendation for employment by the office of the United States Trustee, and the files and records herein,

IT IS HEREBY ORDERED:

1. That the application by the Debtor seeking approval for the retention of Thomas J. Flynn and LHD&L, as attorneys for the debtor is hereby approved.
2. That such LHD&L is authorized to make interim application for court approval of fees and costs not more than once every 60 days, unless otherwise ordered by this Court.
3. Debtor is authorized to pay monthly invoices of LHD&L under the procedures in Instruction 9(c) of this Court’s published Instructions for Filing a Chapter 11 Case.

Dated:

William J. Fisher
United States Bankruptcy Court Judge